

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement applies to direct service or transshipment between ports on the United States East Coast, West Coast, Gulf Coast, and Puerto Rico on the one hand and ports in Mexico, Portugal, Spain, France, Italy, Greece, Turkey, Lebanon, Egypt, Jordan¹, Saudi Arabia, Oman, UAE, Bahrain, and Kuwait on the other hand ("*the Trade*").

ARTICLE 5: AGREEMENT AUTHORITY

- 5.1 The Parties are authorized to charter space to/from each other on an *ad hoc* basis for carriage of ro-ro cargos on vessels operated by them in the Trade. The Parties may consult and agree on the terms and conditions of and relating to such charter, including without limitation terms and conditions relating to the compensation to be paid for such space, and ancillary services and accessorial charges related to carriage thereunder.
- 5.2 The Parties may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise, using space chartered hereunder for part of the through movement involved.
- 5.3 The Parties are authorized to discuss and agree upon administrative matters and related issues, including, but not limited to, procedures for allocating space, forecasting, terminal operations, schedule adjustments, record keeping, responsibility for loss or damage and the handling of claims, bill of lading terms, terms and conditions for force majeure relief, insurance, indemnification, treatment of hazardous and dangerous cargoes, and responsibility / liability for contraband and / or stowaways found on the vessel or in the cargo.
- 5.4 Each party shall retain separate identity and shall have separate sale, pricing, and marketing functions. Each party shall issue its own bills of lading, handle its own claims, and shall be fully responsible for cargoes moved under its own bill of lading.
- 5.5 The parties are authorized to make and enter in to implementing and interstitial arrangements, writings, oral, and written communications, understandings, procedures and documents within the scope of the authorities set for the in this Agreement in order to carry out the authorities and purpose hereof. Pursuant to 46 CFR 535.408, any further non-exempt agreement between the Parties cannot take effect unless filed and effective under the Shipping Act of 1984, as amended, except

to the extent that such agreement concerns routine operational or administrative matters.

¹ The Jordan to US inbound trade shall not include Jordan to US Gulf Coast.